

RETURN DATE: APRIL 8, 2019)	SUPERIOR COURT
)	
DOWNTOWN NEW CANAAN, LLC)	JUDICIAL DISTRICT OF
)	STAMFORD/NORWALK AT
v.)	NORWALK (HOUSING SESSION)
)	
HAMPTONITE NEW YORK, INC.)	MARCH 25, 2019

SUMMARY PROCESS COMPLAINT

FIRST COUNT (Non-Payment of Rent pursuant to C.G.S. § 47a-23(a)(1)(E))

1. Plaintiff DOWNTOWN NEW CANAAN LLC is a Nevada limited liability company which has registered with the Connecticut Secretary of State to transact business in this state and whose business address is 300 S. Fourth Street, Suite 701, Las Vegas, Nevada, 89101 (“Landlord”).

2. Plaintiff is the owner of the building having a street address of 134-140 Elm Street, New Canaan, Connecticut (the “Building”), having acquired the Building from J.R. Silverberg LLC (“Silverberg”) on or about February 27, 2019.

3. On information and belief, defendant HAMPTONITE NEW YORK INC. (“Tenant”) is a New York business corporation authorized to conduct business in the State of Connecticut whose business address is 520 West 43rd Street, 11J, New York, NY 10036. Tenant’s registered agent for service is the Connecticut Secretary of State, 30 Trinity Street, Hartford, CT 06106.

4. Pursuant to a commercial lease dated January 9, 2017 (the “Lease”) Silverberg, as Landlord, leased to Tenant premises within the Building having a street address of 136 Elm Street deemed to contain 1,638 rentable square feet of first floor retail space and 1,638 rentable square feet

of basement storage space (the “Premises”). A copy of the Lease will be filed as Exhibit A to the Complaint.

5. Tenant took possession of the Premises pursuant to the Lease and commenced operating its business therein.

6. Pursuant to the Lease, commencing March 15, 2017 Tenant was obligated to pay the Landlord, among other amounts, monthly installments of Minimum Rent on the first day of each and every calendar month during the sixty-month term of the Lease.

7. Tenant failed to pay the Minimum Rent due for the months of October, November and December 2018 and January 2019, which constitutes a default under the Lease.

8. On January 31, 2019 Silverberg served the Tenant with a notice of default (the “Notice of Default”) for failure to pay Minimum Rent. A copy of the Notice of Default will be attached as Exhibit B.

9. Despite service of the Notice of Default, Tenant failed to cure its default within the time period specified in the default provision of the Lease. Furthermore, Tenant failed to pay the Rent due after service of the Notice of Default.

10. On February 13, 2019 Silverberg caused a Notice to Quit to be served on Tenant, requiring the Tenant to remove itself and its possessions from the Premises on or before February 18, 2019. A copy of the Notice to Quit is attached hereto as Exhibit C.

11. Despite Tenant’s failure to pay Rent and the passage of time set forth in the Notice to Quit, Tenant continues in possession of the Premises without any right or authority.

12. Effective February 27, 2019 Plaintiff succeeded to Silverberg’s rights with respect to the Lease, Premises and Building.

WHEREFORE, Plaintiff requests judgment for immediate possession of the Premises and for forfeiture of the defendant's possessions and personal effects in accordance with C.G.S. § 47a-42a.

**THE PLAINTIFF,
DOWNTOWN NEW CANAAN, LLC**

By: /s/ Marc J. Kurzman
Marc J. Kurzman
Liam S. Burke
Carmody Torrance Sandak & Hennessey LLP
707 Summer Street, 3rd Floor
Stamford, Connecticut 06901
(203) 425-4200
(203) 325-8608 (fax)
JURIS NO.: 435512
Its Attorneys

Exhibit C

NOTICE TO QUIT

**TO: HAMPTONITE NEW YORK, INC.
136 ELM STREET
NEW CANAAN, CT, 06840**


I hereby give you notice that you are to quit possession and occupancy of the premises presently occupied by you at 136 Elm Street, New Canaan, Connecticut, which premises consist of 1,638 rentable square feet of first floor retail space and 1,638 rentable square feet of basement storage space and are depicted on the Exhibit A attached hereto (the "Premises"), on or before February 18, 2019, for the following reasons:

1. Nonpayment of rent when due for a commercial property, pursuant to Conn. Gen. Stat. §47a-23(a)(1)(E).

**YOU ARE HEREBY NOTIFIED THAT ANY PAYMENTS YOU ATTEMPT TO
MAKE AFTER SERVICE OF THIS NOTICE WILL NOT BE ACCEPTED AS RENT,
BUT WILL BE ACCEPTED FOR USE AND OCCUPANCY OF THE PREMISES ONLY.**

Dated at Stamford, Connecticut, this 7th day of February, 2019.

THE LANDLORD,
J.R. SILVERBERG REALTY, LLC

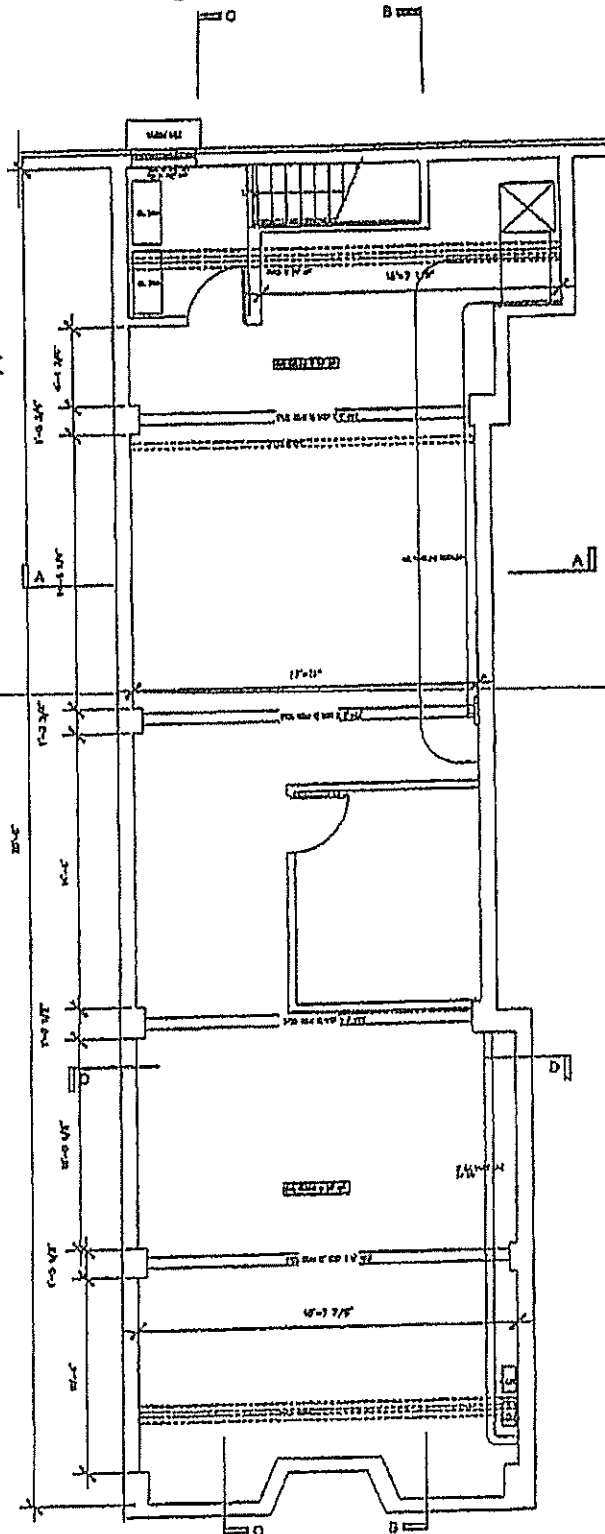
By: 

Marc J. Kurzman
Liam S. Burke
Carmody Torrance Sandak & Hennessey, LLP
707 Summer Street
Stamford, Connecticut 06901
203-425-4200
ITS ATTORNEYS

EXHIBIT A

Exhibit B
Page 2

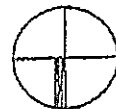
THIS PLAN IS SUBJECT TO
ANY CHANGES MADE BY JACK
WILLS



EXISTING BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

Architectural floor plan of a building. The plan shows a large central hall with a staircase at the top. To the left of the hall is a service lane labeled "SERVICE LANE" with a width of "10'-11 1/4\"". The staircase is labeled "STAIRS" and has a width of "4'-0\"". To the right of the staircase is a room labeled "WC" (Water Closet) with a width of "4'-0\"". The main hall has a width of "21'-0\"". The plan also shows a "CLUB ROOM" at the bottom, a "KITCHEN" at the top right, and a "DINING ROOM" at the bottom right. The plan is divided into sections by lines labeled "A", "B", "C", and "D". The plan is oriented with "CLUB STREET" at the bottom.

136 ELM STREET NEW CANAAN, CT 06840
EXISTING FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



2015年12月15日

State of Connecticut

SS: Stamford

February 13, 2019

County of Fairfield

Then and there, by virtue hereof, the Original: Notice to Quit, Exhibit A, I made service on

Hamptonite New York, Inc.

On February 13, 2019, I made service on **Hamptonite New York, Inc.** by leaving a true and attested copy of the Original: Notice to Quit, Exhibit A, with my doings thereon endorsed,

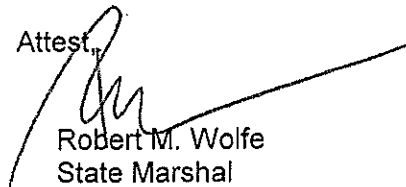
In the hands of

Kristy Cursley, Hamptonite New York, Inc., 136 Elm Street, New Canaan, CT

The within and foregoing is the Original Notice to Quit, Exhibit A, with my doings thereon endorsed.

Process	40.00
Travel	15.00
Copies	4.00
Endor	0.80
Serv.	0.20
Sec.	0.00
Postage	<u>0.00</u>
Total	60.00

Attest,



Robert M. Wolfe
State Marshal
Fairfield County